

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

IN RE:)	
SOUTH STAR FUNDING, LLC)	
Debtor(s))	
_____)	
)	CHAPTER 7
WELLS FARGO BANK, N.A., AS)	
TRUSTEE FOR CARRINGTON)	
MORTGAGE LOAN TRUST, SERIES)	CASE NO. 07-65842-PWB
2006-RFC1, ASSET-BACKED PASS-)	
THROUGH CERTIFICATES, ITS)	
SUCCESSORS OR ASSIGNS)	JUDGE PAUL W. BONAPFEL
Movant)	
)	
V.)	
)	
SOUTH STAR FUNDING, LLC, and)	
HARRY W. PETTIGREW, Trustee)	
Respondents)	

NOTICE OF ASSIGNMENT OF HEARING

PLEASE TAKE NOTICE that WELLS FARGO BANK, N.A., AS TRUSTEE FOR CARRINGTON MORTGAGE LOAN TRUST, SERIES 2006-RFC1, ASSET-BACKED PASS-THROUGH CERTIFICATES, ITS SUCCESSORS OR ASSIGNS has filed a Motion for Relief from Stay and related papers with the Court seeking an order granting relief from the automatic stay.

PLEASE TAKE FURTHER NOTICE that the Court will hold a hearing on the Motion for Relief from Stay in, Room _1401_ United States Bankruptcy Courthouse, 75 Spring Street, Atlanta, GA 30303-3311 at 10:00 a.m. on the 17th day of December, 2008.

Your rights may be affected by the Court's ruling on these pleadings. You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.) If you do not want the Court to grant the relief sought in these pleadings, or if you want the Court to consider your views, then you and/or your attorney must attend the hearing. You may file a written response to the pleading with the Clerk at the address stated below, but you are not required to do so. If you file a written response, you must attach a certificate

stating when, how and on whom (including addresses) you served the response. Mail or deliver your response so that it is received by the Clerk at least two business days before the hearing. The address for the Clerk's Office is: United States Bankruptcy Court, Richard B. Russell Federal Building, 75 Spring Street, SW, Room 1340, Atlanta, GA 30303. You must also mail a copy of your response to the undersigned at the address stated below.

In the event a hearing cannot be held within thirty (30) days from the filing of said Motion, as required by 11 U.S.C. Section 362, Movant, by and through counsel, waives this requirement and agrees to the next earliest possible date, as evidenced by the signature below. If a final decision is not rendered by the Court within sixty (60) days of the date of the request, Movant waives the requirement that a final decision be issued within that period.

The undersigned consents to the automatic stay remaining in effect with respect to Movant until the court orders otherwise.

Dated: 11/25/08

/s/ SEAN R. QUIRK
SEAN R. QUIRK
Georgia Bar No. 591467
2872 Woodcock Boulevard, Suite 100
Atlanta, GA 30341
(770) 220-2535

**UNITED STATES BANKRUPTCY COURT
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HARRY W. PETTIGREW, Trustee)	
Respondents)	
)	
)	

**MOTION FOR RELIEF FROM STAY AND
REQUEST FOR WAIVER OF RULE 4001(a)(3)**

COMES NOW the Movant, WELLS FARGO BANK, N.A., AS TRUSTEE FOR CARRINGTON MORTGAGE LOAN TRUST, SERIES 2006-RFC1, ASSET-BACKED PASS-THROUGH CERTIFICATES, ITS SUCCESSORS OR ASSIGNS, a secured creditor and party in interest in this case, and moves this Court for Relief from the Automatic Stay with regard to the hereinafter described property, and shows this Court the following:

1.

This is a Motion under Section 362(d) of the Bankruptcy Code for relief from the automatic stay for all purposes allowed by law and by Movant's contract, but not limited to, the right to foreclose on a certain piece of real property.

2.

Movant is the servicer of a loan secured by the property located at 10435 Bigtree Circle, Jacksonville, GA 32257. The property is security for a Promissory Note. The name of the Borrower, as known to Movant is Mark and Janna Slobodski.

3.

Movant believes that Debtor holds or services a loan on this property, and the Debtor's lien is inferior to Movant's lien.

4.

SOUTH STAR FUNDING, LLC (hereinafter "Respondent") filed this proceeding under Chapter 7 of the Bankruptcy Code on or about April 11, 2007 and an Order for Relief was entered by this Court.

5.

The loan held by Movant is delinquent, and the Movant seeks to initiate, continue and/or conclude foreclosure action on this property, in accordance with State law and its contract. Movant seeks relief from the automatic stay because it believes Debtor has an interest in the property, and foreclosure thereof would extinguish Debtor's lien.

6.

Movant's total claim is approximately \$138,472.05, and Movant believes the value of the property to be approximately \$141,000.00. Movant does not believe there is any significant equity to benefit the Estate, so it shows that it is not adequately protected.

WHEREFORE, Movant prays for an Order lifting the automatic stay, authorizing Movant to exercise its rights under its Note, Security Instrument, and appropriate state statutes, including,

but not limited to, the right to initiate, continue and-or conclude foreclosure on this property.

Movant prays for such other and further relief as is just and equitable.

SHAPIRO & SWERTFEGER

/s/ SEAN R. QUIRK

SEAN R. QUIRK

Georgia Bar No. 591467

Shapiro & Swertfeger
2872 Woodcock Boulevard
Suite 100
Atlanta, GA 30341
(770) 220-2535

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Doc # 2008045833, OR BK 13059 Page 1278,
Number Pages: 25
Filed & Recorded 02/08/2008 at 12:48 PM,
JIM FULLER CLERK CIRCUIT COURT DUVAL COUNTY
RECORDING \$214.00 MORTGAGE DOC ST \$425.60
INTANGIBLE TAX \$243.20

Return To:

SouthStar Funding, LLC
400 Northridge Road, Suite
1000, Atlanta, GEORGIA 30350

This document was prepared by:

Teresa Logsdon
FLORIDA

[Space Above This Line For Recording Data]

MORTGAGE

MIN 100190821091131067

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated February 01, 2006 together with all Riders to this document.

(B) "Borrower" is Mark Slobodski, joined by his spouse, Janna Slobodski

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is SouthStar Funding, LLC

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FLORIDA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Form 3010 1/01

VMP -GA(FL) (0003).02

Page 1 of 18

Initials: *MS JS*

VMP MORTGAGE FORMS - (000)521-7281



ns

Lender is a Limited Liability Company organized and existing under the laws of DELAWARE. Lender's address is 400 Northridge Road Suite 1000 Atlanta, GEORGIA 30350.

(E) "Note" means the promissory note signed by Borrower and dated February 01, 2006. The Note states that Borrower owes Lender One Hundred Twenty One Thousand Six Hundred and 00/100 Dollars

(U.S. \$ 121,600.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than February 01, 2036.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|---|--|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input checked="" type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> VA Rider | <input type="checkbox"/> Biweekly Payment Rider | <input checked="" type="checkbox"/> Other(s) [specify]
pre payment penalty rider |

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

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(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the County [Type of Recording Jurisdiction] of Duval [Name of Recording Jurisdiction]

See Attached Exhibit A

Parcel ID Number:
10435 Bigtree Circle W
Jacksonville
("Property Address"):

which currently has the address of
[Street]
[City], Florida 32257-6337 [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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2010-6A(FL) (0008).02

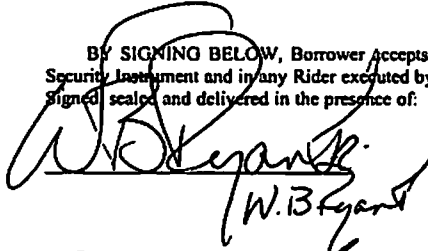
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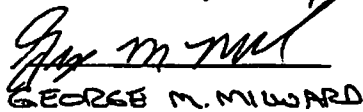
Initials: *AS*

Form 3010 1/01

JS

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.
Signed, sealed and delivered in the presence of:


W.B. Bryant


GEORGE M. MILWARD

 (Seal)
Mark Slobodski -Borrower

6085 A-SR 13, Saint Augustine,
FLORIDA 32092 (Address)

 (Seal)
Janna Slobodski -Borrower

(Address)

____ (Seal)
-Borrower

____ (Seal)
-Borrower

(Address)

(Address)

____ (Seal)
-Borrower

____ (Seal)
-Borrower

(Address)

(Address)

____ (Seal)
-Borrower

____ (Seal)
-Borrower

(Address)

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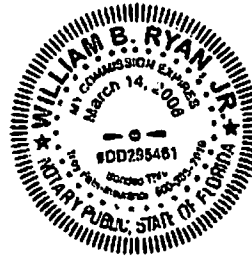
Form 3010 1/01

STATE OF FLORIDA, DUVAL County ss:
The foregoing instrument was acknowledged before me this February 1, 2006 by
Mark Slobodski and Janna Slobodski, husband and wife

who is personally known to me or who has produced

as identification

Notary Public



2109113106

VS110-6A(FL) (00000).02

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Initials: *M.S.*

Form 3010 1/01

JS

EXHIBIT "B"

INDEBTEDNESS:	Unpaid Principal Balance as of 05/06/08	<u>\$120,453.59</u>
	Interest from <u>8/01/07</u> to 09/17/08	<u>16,254.36</u>
	Escrow Balance	<u>0.00</u>
	Accrued Late Charges	<u>768.45</u>
	Preservation Fee	<u>0.00</u>
	Property Inspection	<u>0.00</u>
	Prior Attorney Fees and Costs	<u>195.65</u>
	Attorney Fees	<u>650.00</u>
	Court Costs	<u>150.00</u>
	Approximate Payoff	<u>\$138,472.05</u>

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TRUST, SERIES 2006-RFC1, ASSET-)	CASE NO. 07-65842-PWB
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CERTIFICATES, ITS SUCCESSORS OR)	
ASSIGNS)	JUDGE PAUL W. BONAPFEL
Movant)	
V.)	
)	
SOUTH STAR FUNDING, LLC and)	
HARRY W. PETTIGREW, Trustee)	
Respondents)	

CERTIFICATE OF SERVICE

This is to certify that on the 1st day of December, 2008, I served a copy of the within Notice of Assignment of Hearing, together with a copy of the Motion for Relief from Stay filed in this bankruptcy proceeding, on the Respondents by first-class mail addressed as follows:

SouthStar Funding, LLC
400 Northridge Road
Suite 1000
Atlanta, GA 30350

J. Robert Williamson
Scroggins and Williamson
127 Peachtree Street, N.E.
1500 Candler Bldg
Atlanta, GA 30303

HARRY W. PETTIGREW
Pettigrew & Associates
P. O. Box 4030
Decatur, GA 30031

MARK SLOBODSKI AND JANNA SLOBODSKI
10435 Bigtree Circle West
Jacksonville, FL 32257

J. MICHAEL LAMBERTH
LAMBERTH, CIFELLI, STOKES & STOUT, P.A.,
EAST TOWER-SUITE 550
3343 PEACHTREE ROAD, N.E.
ATLANTA, GA 30326-1022

NEIL C. GORDON
171 17TH STREET, N.W.
SUITE 2100
ATLANTA, GA 30363

SHAPIRO & SWERTFEGER
/s/ SEAN R. QUIRK
SEAN R. QUIRK, GA Bar No. 591467
Shapiro & Swertfeger
2872 Woodcock Boulevard, Suite 100
Atlanta, GA 30341